

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregory Akers, Trustee of Bankruptcy Estate of The Chip Merchant, Inc.		07/21/2004	TRUSTEE: CALIFORNIA
RECEIVING PARTY DATA			
Name:	QSA ToolWorks, LLC		
Also Known As:	AKA Helix Technologies		
Street Address:	64 W 48th St #900		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1682683	HELIX	
Registration Number:	2566500	HELIX RADE	
CORRESPONDENCE DATA			
Fax Number:	(312)782-6494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-782-6495		
Email:	daniel@keganlaw.com		
Correspondent Name:	Daniel Kegan		
Address Line 1:	79 W Monroe St #1320		
Address Line 4:	Chicago, ILLINOIS 60603-4969		
ATTORNEY DOCKET NUMBER:	106,009,358 QSA<TCM TEE		
NAME OF SUBMITTER:	Daniel Kegan		

OP \$65.00 1682683

Signature:

/daniel kegan/

Date:

06/07/2006

Total Attachments: 35

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**HELIX Intellectual Property Assignment Documents
Settling Title to QSA Toolworks, LLC
Index**

- A. 21 July 2004. **Bill of Sale** to QSA Toolworks, LLC
Gregory Akers, Trustee of the Bankruptcy Estate of The Chip Merchant, Inc.
US Bankruptcy Court, Southern District of California [QA201]
- B. 25 June 2004. **Order Approving Notice** of Intended Action to Sell Stock of
Helix Software Technologies, Inc to Carl Morfino or Assigns
Judge James W Meyers, US Bankruptcy Court, Southern District of California [QA202-3]
- C. 5 Feb 2001. **Statement By Domestic Stock Corporation**, California
Helix Software Technologies, Inc.
Type of Business: Software development, licensing and distribution. [QA204]
- D. 26 Jan 2001. **Application for Employer Identification Number**, SS-4
Helix Software Technologies, Inc.
New business type: software development, licensing, distribution. [QA205]
- E. 26 Dec 2000. **Articles of Incorporation** of Helix Software Technologies, Inc. [QA207-8]
- F. 16 May 2003. Bankrupt, The Chip Merchant, Inc. **Schedule B- Personal Property**
Stock (#12) and intellectual property (#21) listed as "None." [QA209-QA212]
- G. 19 March 2004. The Chip Merchant, Inc. **Amendment- Schedule B- Personal Property**
Added: Stock interest in Helix Software Technology, Inc.
Amended intellectual property, of subsidiary Helix Software Technology, Inc.[QA213-215]
- H. 8 May 2002. Sheppard Mullin (attorney for Helix Software Technologies, Inc.) **Letter** to
Fox Rothschild (attorney for Carl Morfino) **transmitting draft**
Revised Asset Purchase Agreement among
Helix Software Technologies, Inc. and Carl Morfino. [QA079]
- I. Draft **Asset Purchase Agreement** (redacted)
Helix Software Technologies, Inc. and Carl Morfino. [QA082,94,96]
- J. 8 May 2002. **Exhibit A: The Software** (part of draft Asset Purchase Agreement)
[QA099-101]

- K. 8 May 2002. **Exhibit D: Bill of Sale** (part of draft Asset Purchase Agreement) [QA105-6]
- L. 8 May 2002. **Exhibit E: Assignment of Copyrights** (part of draft Asset Purchase Agreement)
Helix Software Technologies, Inc. to Carl Morfino or his nominee. [QA107-9]
- M. 8 May 2002. **Assignment of Trademarks and Service Marks** (part of draft Asset Purchase Agreement)
Helix Software Technologies, Inc. to Carl Morfino or his nominee. [QA110-12]
- N. 11 Feb 2002. **Confidentiality Agreement** for possible acquisition of assets of Helix Software Technologies, Inc. (the Company), information requested about the Company and its parent, The Chip Merchant, Inc. (redacted) [QA0005]
- O. 5 March 2004. **California Secretary of State Corporation Status**
Helix Software Technologies, Inc. Status Suspended [QA216]
- P. California Secretary of State Corporation Status: Field & **Status Definitions:** Suspended [QA217]

-end-

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BILL OF SALE

Pursuant to the Order Approving Notice of Intended Action to Sell Stock of Helix Software Technologies, Inc., to Carl Morfino or assigns entered by the United States Bankruptcy Court, Southern District of California on June 25, 2004 in the bankruptcy case, The Chip Merchant, Inc., case no. 03-03874-M7 and the Agreement of Purchase and Sale executed by and between Gregory Akers, Chapter 7 Trustee of *In re Chip Merchant, Inc.*, and Carl Morfino or assigns, Gregory Akers, Trustee of the bankruptcy estate of the Chip Merchant, Inc., sells to QSA ToolWorks, LLC, in an "As-Is" "Where-Is" condition without any representations or warranties, whatever right, title or interest, the Debtor, Chip Merchant, Inc., has in 100% of the stock of Helix Software Technologies, Inc.

Seller acknowledges receipt of payment of the purchase price of the property being sold.

Nothing in this Bill of Sale supercedes or contradicts the terms of the Agreement for Purchase of Sale or the Order Approving Notice of Intended Action to Sell Stock of Helix Software Technologies, Inc., to Carl Morfino or assigns.

All of the Property being sold hereunder shall be sold and assigned by Seller to Buyer free and clear of all liens and interests in accordance with 11 U.S.C. §363(f), with any such liens and interests to attach to the sales proceeds paid to Seller in their order of validity, priority, enforceability and amount.

Based upon Seller's due diligence including representations of the Debtor's principal as well as the amendment filed in the bankruptcy case of Chip Merchant on March 19, 2004, the Debtor is the sole shareholder and owner of 100% of the stock of Helix Software Technologies, Inc. which is being sold herein. No share certificates have been issued and neither the Seller nor the Debtor possesses actual certificates of shares of stock and there will be no transfer of the physical shares of stock from Seller to Buyer.

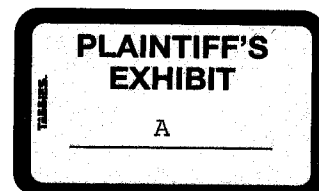
Dated: July 21, 2004



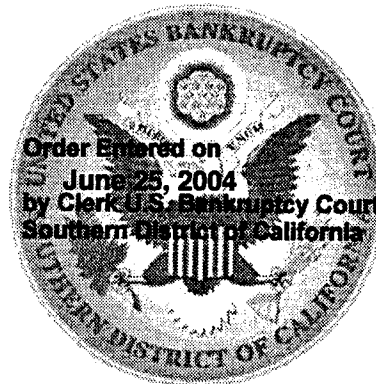
Gregory Akers, Trustee of the Bankruptcy
Estate of The Chip Merchant, Inc.

5175-1/204358.1

QA 201



CSD 1001A [08/22/03]
Name, Address, Telephone No. & I.D. No.
Gary B. Rudolph, Esq. (#101921)
William P. Fennell, Esq. (#164210)
Yosina M. Lissebeck, Esq. (#201654)
SPARBER RUDOLPH ANNEN, APLC
701 "B" Street, Suite 1000
San Diego, CA 92101
Telephone (619) 239-3600
Attorneys for Gregory A. Akers, Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

THE CHIP MERCHANT, INC. [Tax I.D. No. 33-0506882]

Debtor.

BANKRUPTCY NO. 03-03874-M7

Date of Hearing: N/A

Time of Hearing: N/A

Name of Judge: James W. Meyers

ORDER APPROVING NOTICE OF INTENDED ACTION TO SELL STOCK OF HELIX SOFTWARE TECHNOLOGIES, INC., CARL MARFINO OR ASSIGNS

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through two (2) with exhibits, if any, for a total of two (2) pages, is granted. Motion/Application Docket Entry No. 80

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DATED: **June 25, 2004**

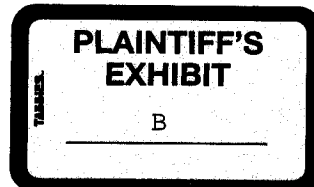
Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:
SPARBER RUDOLPH ANNEN

Judge, United States Bankruptcy Court

By: /s/ Gary B. Rudolph
Attorneys for Gregory A. Akers, Trustee

QA 202



On May 3, 2004, Trustee filed and served a Notice of Intended Action to sell to Carl Marfino or his assigns whatever right, title and interest the estate had in the stock of Helix Software Technologies, Inc. for \$30,000.00 subject to overbids. See docket no. 80. The Notice of Intended Action was initially objected to by Computers and Chips Enterprises. However, Computers and Chips Enterprises filed on June 18, 2004 a Notice of Withdrawal of its objection. Therefore, there are no objections to the Notice of Intended Action and good cause appearing therefore,

1. For payment to the estate of \$30,000.00, the Trustee is authorized to sell to Carl Marfino, or assigns, whatever right, title and interest the estate has in the stock of Helix Software Technologies, Inc. The stock is being sold in an "As-Is" "Where-Is" condition without any representations or warranties as to the value of the stock or the value of Helix Software Technologies, Inc. The Agreement of Purchase and Sale attached as Exhibit "A" to the Notice of Intended Action is hereby approved in all of its particulars. The stock is sold free and clear of all liens and encumbrances and pursuant to 11 U.S.C. Section 363(m), the purchaser of the stock is deemed to be a purchaser in good faith.

2324734

01-049002



State of California
Bill Jones
Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

CONFIDENTIAL

ENDORSED . FILED
in the office of the Secretary of State
of the State of California

FEB 15 2001

BILL JONES, Secretary of State

Filing Fee: Please see information section

IMPORTANT: Read instructions before completing this form.

1. DO NOT ALTER PREPRINTED NAME. IF ITEM 1 IS BLANK, PLEASE ENTER THE CORPORATE NAME AND NUMBER.

DUE DATE: MARCH 26, 2001

HELIX SOFTWARE TECHNOLOGIES, INC.

PLAINTIFF'S
EXHIBIT
C

This Space For Filing Use Only

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 3940 Ruffin Road, Suite E	CITY San Diego	STATE ZIP CODE CA 92123
4. MAILING ADDRESS 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123

LIST THE NAMES AND COMPLETE ADDRESSES OF THE OFFICERS AND DIRECTORS OF THE CORPORATION.

CHIEF EXECUTIVE OFFICER/ Brian F. Turner	ADDRESS 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123
6. SECRETARY/ Brian F. Turner	ADDRESS 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123
7. CHIEF FINANCIAL OFFICER/ Brian F. Turner	ADDRESS 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL PERSONS WHOSE NAMES ARE APPEARING AS SHAREHOLDERS.

8. NAME Brian F. Turner	ADDRESS 3940 Ruffin Road, Suite E	CITY AND STATE San Diego, CA	ZIP CODE 92123
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: None

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:
 AN INDIVIDUAL RESIDING IN CALIFORNIA.
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO SECTION 1505 OF THE CALIFORNIA CORPORATIONS CODE.
AGENT'S NAME: Brian Turner

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL
3940 Ruffin Road, Suite E
CITY San Diego, CA ZIP CODE 92123

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
software development, licensing and distribution

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

Brian F. Turner
TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT
ORIGINAL SIGNATURE
President
TITLE
1/26/01
DATE
Approved by Secretary of State

30618

Form **SS-4**

(Rev. April 2000)

Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

▶ Keep a copy for your records.

CONFIDENTIAL

EIN 33-0946611

OMB No. 1545-0003

1 Name of applicant (legal name) (see instructions)
HELIX SOFTWARE TECHNOLOGIES, INC.

2 Trade name of business (if different from name on line 1) _____ **3** Executor, trustee, "care of" name _____

4a Mailing address (street address) (room, apt., or suite no.)
3940 RUFFIN ROAD, SUITE E

4b City, state, and ZIP code
SAN DIEGO CA 92123

5a Business address (if different from address on lines 4a and 4b) _____

5b City, state, and ZIP code _____

6 County and state where principal business is located
San Diego, California

7 Name of principal officer, general partner, grantor, owner, or trustee — SSN or ITIN may be required (see instructions) ▶
Brian Turner, SSN 568-47-8323

8a Type of entity (Check only one box.) (see instructions)
Caution: If applicant is a limited liability company, see the instructions for line 8a.

<input type="checkbox"/> Sole proprietor (SSN) _____	<input type="checkbox"/> Estate (SSN of decedent) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Personal service corp. _____
<input type="checkbox"/> REMIC	<input type="checkbox"/> National Guard _____
<input type="checkbox"/> State/local government	<input type="checkbox"/> Farmers' cooperative _____
<input type="checkbox"/> Church or church-controlled organization	<input checked="" type="checkbox"/> Other corporation (specify) ▶ for profit
<input type="checkbox"/> Other nonprofit organization (specify) ▶ _____	<input type="checkbox"/> Trust _____
<input type="checkbox"/> Other (specify) ▶ _____	<input type="checkbox"/> Federal government/military _____
	(enter GEN if applicable) _____

8b If a corporation, name the state or foreign country (if applicable) where incorporated
California State Foreign country _____

9 Reason for applying (Check only one box.) (see instructions)

<input checked="" type="checkbox"/> Started new business (specify type) ▶ software development, licensing, distribution	<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____
<input type="checkbox"/> Hired employees (Check the box and see line 12.)	<input type="checkbox"/> Changed type of organization (specify new type) ▶ _____
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____	<input type="checkbox"/> Purchased going business _____
	<input type="checkbox"/> Created a trust (specify type) ▶ _____
	<input type="checkbox"/> Other (specify) ▶ _____

10 Date business started or acquired (month, day, year) (see instructions)
December 26, 2000

11 Closing month of accounting year (see instructions)
December

12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) ▶ **January 5, 2001**

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0-. (see instructions) ▶

Nonagricultural	Agricultural	Household
20		

14 Principal activity (see instructions) ▶ **software development, licensing and distribution**

15 Is the principal business activity manufacturing? Yes No
If "Yes," principal product and raw material used ▶ _____

16 To whom are most of the products or services sold? Please check one box.

<input type="checkbox"/> Public (retail)	<input type="checkbox"/> Other (specify) ▶ _____	<input checked="" type="checkbox"/> Business (wholesale)	<input type="checkbox"/> N/A
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17a Has the applicant ever applied for an employer identification number for this or any other business? Yes No
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.
Legal name ▶ _____ Trade name ▶ _____

17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.
Approximate date when filed (mo., day, year) City and state where filed Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

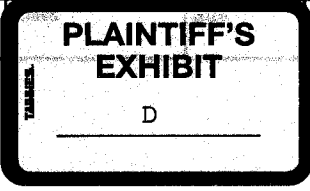
Name and title (Please type or print clearly) ▶ **Brian Turner President**

Business telephone number (include area code)
858-541-5160

Fax telephone number (include area code) _____

Signature ▶ *Brian Turner* Date ▶ **1/29/2001**

Please leave blank ▶ Geo. Ind. Reason for applying



For Privacy Act and Paperwork Reduction Act Notice, see page 4.

ISA
STF FED7769F

Form **SS-4** (Rev. 4-2000)

QA 205

TRADEMARK
REEL: 003323 FRAME: 0035



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

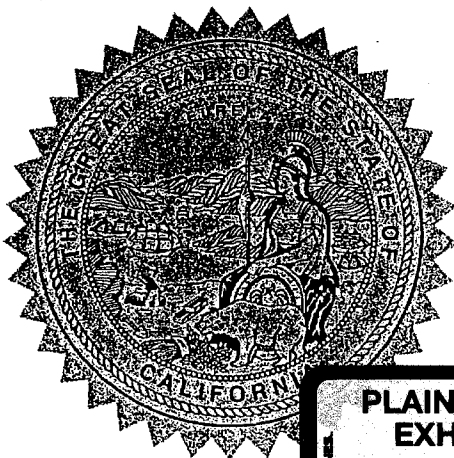
That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN - 4 2001

Bill Jones

Secretary of State



PLAINTIFF'S EXHIBIT
E

QA 206

2324734

ARTICLES OF INCORPORATION
OF

HELIX SOFTWARE TECHNOLOGIES, INC.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 26 2000

BILL JONES, Secretary of State

I.

The name of this corporation is:

Helix Software Technologies, Inc.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Glen Shephard
3940 Ruffin Road, Suite E
San Diego, CA 92123

IV.

This corporation is authorized to issue only one class of shares; and the total number of shares which this corporation is authorized to issue is 1,000,000.

V.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI.

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) to the fullest extent permissible under California law.

VII.

Any repeal or modification of the provisions of Articles V or VI or this Article VII by the shareholders of the corporation shall not adversely affect any right or protection of a director or agent of this corporation existing at the time of such repeal or modification.

Dated: December 22, 2000.


Glen Shephard, Incorporator



C. G. E. DWYER, ESQ. Bar No. 74351
87 Aero Drive, Suite 228
San Diego, CA 92123
Phone (858) 268-9909
Fax (858) 268-4230

FILED DD
03 MAY 16 AM 10:35

CLERK
U.S. BANKRUPTCY CT.
SO. DIST. OF CALIF.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re
THE CHIP MERCHANT, INC.

BANKRUPTCY NO.
03-03874-JM11

Debtor.

BALANCE OF SCHEDULES AND/OR CHAPTER 13 PLAN

Presented herewith are the original with the number of copies required by Local Bankruptcy Rule 1007-2(b) of the following [Check one or more boxes as appropriate]:

- Summary of Schedules
- Schedule A - Schedule of Real Property
- Schedule B - Schedule of Personal Property
- Schedule C - Schedule of Property Claimed Exempt
- Schedule D - Creditors Holding Secured Claims
- Schedule E - Creditors Holding Unsecured Priority Claims
- Schedule F - Creditors Holding Unsecured Nonpriority Claims
- Schedule G - Schedule of Executory Contracts & Unexpired Leases
- Schedule H - Schedule of Co-Debtor
- Schedule I - Current Income of Individual Debtor(s)
- Schedule J - Current Expenditure of Individual Debtor(s)
- Statement of Financial Affairs

Chapter 13 Plan

IF ADDITIONAL CREDITORS ARE ADDED AT THIS TIME, THE FOLLOWING ARE REQUIRED:

1. Computer diskette containing only the added names and addresses.
2. Local Form CSD 1008, VERIFICATION OF CREDITOR MATRIX.
3. Local Form CSD 1101, NOTICE TO CREDITORS OF THE ABOVE-NAMED DEBTOR ADDED BY AMENDMENT OR BALANCE OF SCHEDULES, as required by Local Bankruptcy Rule 1007-4. See instructions on reverse side.

Dated: 5-15-03

Signed: [Signature]
Attorney for Debtor

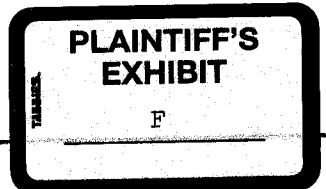
I [We] Brian Turner and [Signature] the undersigned debtor(s), hereby declare under penalty of perjury that the information set forth in the balance of schedules and/or chapter 13 attached hereto, consisting of 46 pages, is true and correct to the best of my [our] information and belief.

Dated: 5-15-03

[Signature]
Debtor BRIAN TURNER, President

Joint Debtor

QA 209



INSTRUCTIONS

1. Local Form CSD 1101, *NOTICE TO CREDITORS OF THE ABOVE-NAMED DEBTOR ADDED BY AMENDMENT OR BALANCE OF SCHEDULES*, may be used to notify any added entity. When applicable, copies of the following notices shall accompany the notice: Order for and Notice of Section 341(a) Meeting, Discharge of Debtor, Notice of Order Confirming Plan, and Proof of Claim.
2. If not filed previously and this is an ECF case, the *DECLARATION RE: ELECTRONIC FILING* (Local Form CSD 1801) must be filed in accordance with General Order #162.

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

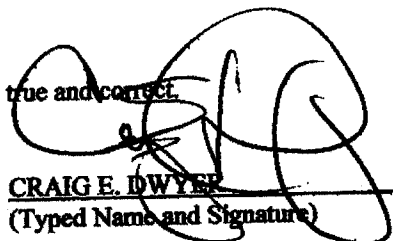
That on 15th day of May, 2003, I served a true copy of the within **BALANCE OF SCHEDULES AND/OR CHAPTER 13 PLAN** by [describe here mode of service]
US MAIL

on the following persons [set forth name and address of person served]:

- | | | |
|--|--|---|
| <p><input checked="" type="checkbox"/> For Chpt. 7, 11, & 12 cases:</p> <p>UNITED STATES TRUSTEE
Department of Justice
402 West Broadway, Suite 600
San Diego, CA 92101</p> | <p><input type="checkbox"/> For Chpt. 13 cases numbered 90-08445 or lower and ODD numbers beginning with 92-01217:
THOMAS H. BILLINGSLEA, JR., TRUSTEE
530 "B" Street, Suite 1500
San Diego, CA 92101</p> | <p><input type="checkbox"/> For Chpt. 13 cases numbered 90-08446 to 92-01215 and EVEN numbers beginning with 92-01216:
DAVID L. SKELTON, TRUSTEE
600 "B" Street, Suite 2000
San Diego, CA 92101-4507</p> |
| <p><input type="checkbox"/> Chpt. 7 Trustee, if any:</p> | | |
| <p><input type="checkbox"/> If Chpt. 11, each member of any committee appointed:</p> | | |

I certify under penalty of perjury that the foregoing is true and correct.

Executed on 5-15-03
(Date)



CRAIG E. DWYER
(Typed Name and Signature)

8765 Aero Drive, Suite 228
(Address)

San Diego, CA 92123 QA 210
(City, State, ZIP Code)

**SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)**

TYPE OF PROPERTY	INC	DESCRIPTION AND LOCATION OF PROPERTY	TYPE, AMOUNT, OR PERCENTAGE OF INTEREST	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
15. Accounts receivable.		Accounts Receivable		34,474.36
16. Alimony, maintenance, support, and property settlement to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and noncontingent interests in estate or a decedent, death benefit plan, life insurance policy, or trust.	X			
				QA 211

Bankruptcy 2002 © 1991-2002, New Hope Software, Inc., ver. 3.4.0-568 - 31494

In re

Debtor

Case No.

(if known)

**SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)**

TYPE OF PROPERTY	BK/NC	DESCRIPTION AND LOCATION OF PROPERTY	TWO-LEAF CHECKBOX TYPE/AMOUNT/NO	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights of setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.	X			
22. Licenses, franchises, and other general intangibles. Give particulars.	X			
23. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.		Desks, Chairs, etc., Old MacIntosh Computers Place of Business		4,000.00
27. Machinery, fixtures, equipment, and supplies used in business.		Forklift Place of Business		500.00
28. Inventory.		Current parts 1/2 price liquidation of \$70,336.16 Place of Business (See attached 15 pages following Schedule B)		35,000.00
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			QA 212

Bankruptcy/2002 ©1991-2002, New Hope Software, Inc., ver. 3.4.0-568 - 31494

CSD 1100 [05/15/03]

Name, Address, Telephone No. & I.D. No.

CRAIG E. DWYER, ESQ. Bar No. 74351
8765 Aero Drive, Suite 228
San Diego, CA 92123
Phone (858) 268-9909
Fax (858) 268-4230

FILED AC
04 MAR 19 PM 2:35

CLERK
U.S. BANKRUPTCY CT.
SO. DIST. OF CALIF

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

THE CHIP MERCHANT, INC.

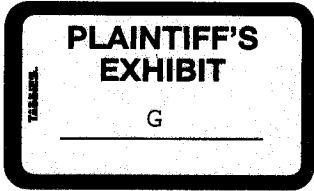
BANKRUPTCY NO. 03-03874-M7

Debtor.

AMENDMENT

Presented herewith are the original and one conformed copy of the following [Check one or more boxes as appropriate]:

- Petition
- Summary of Schedules
- Schedule A & B - Schedule of Real or Personal Property
- Schedule C - Schedule of Property Claimed Exempt
- Schedule D, E, or F, and/or Matrix, and/or list of Creditors or Equity Holders - REQUIRES COMPLIANCE WITH LOCAL RULE 1009
- Adding or deleting creditors (diskette required), changing amounts owed or classification of debt - \$20.00 fee required. See instructions on reverse side.
- Correcting or deleting other information. See instructions on reverse side.
- Schedule G - Schedule of Executory Contracts & Expired Leases
- Schedule H - Schedule of Co-Debtor
- Schedule I - Current Income of Individual Debtor(s)
- Schedule J - Current Expenditure of Individual Debtor(s)
- Statement of Financial Affairs



Dated: 3-17-04

Signature

Attorney for Debtor

DECLARATION OF DEBTOR

I [We] Glen Shephard and _____, the undersigned debtor(s), hereby declare under penalty of perjury that the information set forth in the amendment attached hereto, consisting of 1 pages, and on the creditor matrix diskette, if any, is true and correct to the best of my [our] information and belief.

Dated:

Glen W Shephard 3/17/4

Debtor General Manager, The Chip Merchant, Inc.

Joint Debtor

INSTRUCTIONS

- A. Each amended page is to be in the same form as the original but is to contain **ONLY THE INFORMATION TO BE CHANGED OR ADDED**. Pages from the original document which are not affected by the change are not to be attached.
1. Before each entry, specify the purpose of the amendment by inserting:
 - a. "ADDED," if the information was missing from the previous document filed; or
 - b. "CORRECTED," if the information modifies previously listed information; or
 - c. "DELETED," if previously listed information is to be removed.
 2. At the bottom of each page, insert the word "AMENDED."
 3. Attach all pages to the cover page and, *if a Chapter 7, 11, or 12 case*, serve a copy on the United States Trustee, trustee (if any) and/or the members of a creditors' committee. *If a Chapter 13 case*, serve a copy on the trustee; **DO NOT** serve a copy on the United States Trustee.
- B. Comply with Local Bankruptcy Rule 1009 when adding or correcting the names and/or addresses of creditors (diskette required when Amendment submitted on paper) or if altering the status or amount of a claim.

AMENDMENTS THAT FAIL TO FOLLOW THESE INSTRUCTIONS MAY BE REFUSED
**** AMENDMENTS FILED AFTER THE CASE IS CLOSED ARE NOT ENTITLED TO A REFUND OF FEES ****

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on 17 day of March, I served a true copy of the within AMENDMENT by [describe here mode of service]

FIRST CLASS MAIL

on the following persons [set forth name and address of each person served] and as checked below:

[X] Chpt. 7 Trustee:

Gregory A. Akers, Trustee
10731 Treena St. #209
San Diego, CA 92131

[XX] For Chpt. 7, 11, & 12 cases:

UNITED STATES TRUSTEE
Department of Justice
402 West Broadway, Suite 600
San Diego, CA 92101

[]

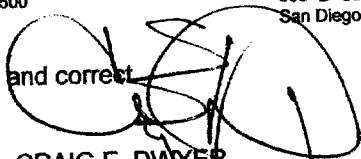
For Chpt. 13 cases numbered 90-08445 or lower and ODD numbers beginning with 92-01217:
THOMAS H. BILLINGSLEA, JR., TRUSTEE
530 "B" Street Suite 1500
San Diego, CA 92101

[]

For Chpt. 13 cases numbered 90-08446 to 92-01215 and EVEN numbers beginning with 92-01216:
DAVID L. SKELTON, TRUSTEE
600 "B" Street, Suite 2000
San Diego, CA 92101-4507

I certify under penalty of perjury that the foregoing is true and correct

Executed on 3-17-04
(Date)



CRAIG E. DWYER
(Typed Name and Signature)

8765 Aero Drive, Suite 228
(Address)

San Diego, CA 92123
(City, State, ZIP Code)

QA 214 -

In re The Chip Merchant, Inc. Debtor.	Case No. 03-03874-M7 (If known)
---	---------------------------------------

SCHEDULE B - PERSONAL PROPERTY (Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.				
12. Stock and interests in incorporated and unincorporated businesses. Itemize.		<u>ADDED</u> Stock interest in Helix Software Technology, Inc.		Unknown
13. Interests in partnerships or joint ventures. Itemize.				
14. Government and corporate bonds and other negotiable and non-negotiable instruments.				
15. Accounts receivable.				
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.				
17. Other liquidated debts owing debtor including tax refunds. Give particulars.				
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.				
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.				
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.				
21. Patents, copyrights, and other intellectual property. Give particulars.		<u>AMENDED</u>		

QA 215

SHEPPARD MULLIN
SHEPPARD MULLIN RICHTER & HAMPTON LLP
ATTORNEYS AT LAW

NINETEENTH FLOOR
501 WEST BROADWAY
SAN DIEGO, CALIFORNIA 92101-3598
TELEPHONE 619-338-6500
FACSIMILE 619-234-3815
WWW.SHEPPARDMULLIN.COM

Amy Tranckino
(619) 338-6597
atranckino@sheppardmullin.com

Our File Number
RJR-63673

May 8, 2002

VIA ELECTRONIC MAIL ONLY

Daniel J. Paci, Esq.
Fox, Rothschild, O'Brien & Frankel
102 North Main Street
Doylestown, Pennsylvania 18901

Re: Helix Software Technologies, Inc.

Dear Dan:

Enclosed are clean and marked copies of the revised form of Asset Purchase Agreement among Helix Software Technologies, Inc. and Carl Morfino. The marked changes reflect The Chip Merchant's response to the changes which you proposed by way of the marked Asset Purchase Agreement you sent to me on Monday, May 6. The purpose of this letter is to outline the reasons behind the more significant changes: [text redacted]

Very truly yours,

Amy L. Tranckino

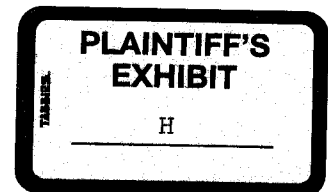
Amy L. Tranckino

for SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

WORD-SD\DAT51242968.1

Enclosures

cc: Mr. Brian Turner (w/enc.)
Mr. Glen Shephard (w/enc.)



ASSET PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into as of _____, 2002 (the "Effective Date") May 10, 2002, among Helix Software Technologies, Inc., a California corporation ("Seller"), and Carl Morfino, an individual, or his nominee ("Buyer"), with reference to the following facts:

A. Seller is engaged in the business of software development, marketing, sales and support services (the "Business").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to relational database development environment software known as Helix RADE™ (formerly known as Helix Express) that allows users to develop information management systems, along with related software programs, updates and patches, including but not limited to, Helix Runtime Engine, Helix Client, Helix Server, Helix Converter and Helix PowerMover, which software is more particularly described on Exhibit A attached hereto ("Software"), together with certain other information owned by Seller relating to the Software.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows:

1. Sale and Purchase of Assets. Subject to the terms and conditions set forth in this agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to: (i) the Software, including without limitation, in written and electronic form, all source code, object code, file formats, object libraries, algorithms, macros, and technical and user documentation; all copyright, trademark, trade secret right and other intellectual property rights in and to the Software, any and all versions, modifications, corrections, adaptations, translations, enhancements, improvements or derivative works thereof, and the program that creates the enabling keys; ~~(ii) any and all rights in and to~~ (ii) the domain names listed on Exhibit A hereto, including without limitation the domain name registrations thereto; (iii) copies of all customer information, sales history, registration, mailing lists, and developer information related to the Software ("Customer Information"); (iv) a copy of Seller's customer list ("Customer List"); (v) copies of all financial, research and development, employee, subcontractor and vendor records related to the Software ("Other Records"); (vi) the tangible assets listed on Exhibit A hereto; ~~(vii) all rights in and to~~ (vii) the Web Site located at www.helixtech.com and all Web Pages located as such Web Site (collectively, the "Web Site"); and (viii) the contracts listed on Exhibit A hereto (collectively, the "Assets").

**PLAINTIFF'S
EXHIBIT**

I

States District Court, Southern District of California, in San Diego, California, for all purposes.

b. Notices. All notices, requests, consents, and other communications required or permitted hereunder shall be in writing and shall be personally delivered or mailed by using first-class, registered, or certified mail, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

To Seller: Helix Software Technologies, Inc.
4870 Viewridge Avenue
San Diego, CA 92123
Phone No.: (619) 614-4790
Facsimile No.: (619) 654-2707
Attention: Mr. Brian Turner

with a copy to: Sheppard, Mullin, Richter & Hampton LLP
501 West Broadway, 19th Floor
San Diego, California 92101-3598
Phone No.: (619) 338-6500
Facsimile No.: (619) 234-3815
Attention: Amy L. Tranckino, Esquire

To ~~BUYER~~ Buyer: Carl Morfino
64 West 48th Street
New York, New York 10036
Phone No.: (212) 784-7401
Facsimile No.: () -

with a copy to: Fox, Rothschild, O'Brien & Frankel, LLP
102 North Main Street
Doylestown, Pennsylvania 18901
Phone No.: (215) 345-7500
Facsimile No.: (215) 345-7507
Attention: Daniel J. Paci, Esquire

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by mail, three business days after the same has been deposited in mail, addressed and postage prepaid as set forth above.

c. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

consent of Buyer which consent may not be unreasonably withheld. Buyer may assign its rights and delegate its duties under this agreement, without the consent of Seller. All representations, warranties, covenants and agreements of the parties shall bind their respective successors and assignees and shall inure to the benefit of their respective successors and permitted assignees.

1. Severability. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement effective on the date first set forth above.

Seller:

Helix Software Technologies, Inc.

By _____
Brian M. Turner

Buyer:

Carl Morfino

Exhibit A
THE SOFTWARE

	Purchase Price <u>Allocation</u>
I. Software: All versions of the related database development environment software known as Helix RADE (formerly known as Helix Express) that allows user to develop information management systems, along with all related software programs, updates and patches.	\$ _____

II. Intellectual Property:	\$ _____
----------------------------	----------

(a) Trademarks

HELIX Trademark, Federal Registration No. 1,682,683
 DOUBLE HELIX Trademark, Federal Registration No. 1,643,484 (lapsed)
 HELIX Illinois Trademark, Registration No. 62,723
 HELIX Trademark, Registration in Japan No. 3,123,936
 HELIX Trademark, Registration in France No. 92447433
 HELIX Trademark, Registration in European Community No. 1136589
 HELIX Rade Trademark, Federal Registration No. 75/877/059 (pending)
 HELIX Technology Company, Federal Registration No. 75/877,067 (published)
 Common law trademarks, if any, in the following: Helix Technologies, HelixTech, Multiuser Helix, Network Helix, Helix Matrix, Multimedia Helix, Helix Express French version, Helix Express Japanese version, Helix Tracker, Helix Helper, Custom Helper, Helix Express, Helix Express Client, Helix Express Server, Runtime Helix, Helix Utility, Helix Update Collection, Helix Converter, Helix Multicopy Appletalk, Helix PowerMover, Helix Installer, Helix Translator, Helix TimeSavers, HelixGen.

(b) Copyrights:

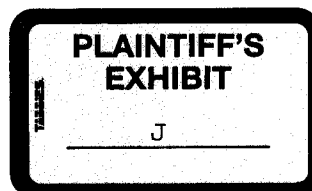
Helix Express v.3.5 Copyright, federal registration 97,005,191 (TX-4396349)
 Helix Express v.4.0 Copyright, federal registration 97,005,192 (TX-4396348)
 Helix Express 4.5.3 Copyright, federal registration (TX-5138034)

Common law Copyrights, if any, in software, documentation and marketing materials

III. Customer Information (defined in Section 1)	\$ _____
--	----------

IV. Other Records (defined in Section 1)	\$ _____
--	----------

V. Tangible Assets (defined in Section 1)	\$ _____ <u>\$5.</u> <u>000</u>
---	------------------------------------



Model	Installed Memory	Installed OS	Function
Powermac G3 400mhz	128 mb	Mac OS 9.1	Helix Backup Server/ Retrospect 4.0/Roxio <u>4.0/Roxio</u> Toast 5.0
Powermac G4 400mhz	768 mb	Mac OS 9.1	Helix Defect DatabaseServer/ BBedit 5.0/Office 98/TestTrack Workgroup 2.0/BSCW
Powermac G3 400mhz	512 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac 9500	192 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G4 400mhz	512 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G3 450mhz	256 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G3 450mhz	768 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G4 400mhz	1 Gb	Mac OS 9.1	standard system folder w/ Apple default applications
iMac (Blueberry) 350 mhz	128 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G4 400mhz	128 mb	Mac OS 9.2 & OSX.1	standard system folder w/ Apple default applications
Powermac G3 350mhz	256 MB	Mac OS 9.1 & OSX.1	standard system folder w/ Apple default applications
iMac (Blueberry) 350 mhz	128 mb	Mac OS 9.2 & OSX.1	standard system folder w/ Apple default applications
Beige G3 233mhz	128 mb	Mac OS 8.6	standard system folder w/ Apple default applications
Beige G3 233mhz	128 mb	Mac OS 9.0.4	standard system folder w/ Apple default applications
Powermac G3 300mhz	512 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G3 450mhz	256 mb	Mac OS 9.1	standard system folder w/ Apple default applications
Powermac G4 450mhz	1.2 Gb	Mac OS 9.2 & OSX.1	standard system folder w/ Apple default applications
Powermac G4 Cube 450 mhz	384 mb	Mac OS 9.0.4	Helix Biz Server
Beige G3 3003 mhz	192 mb	Mac OS 9.0	Helix Mail Server
Beige G3 233mhz	192 mb	Mac OS 9.1	Helix Web Server
iMac (Indigo) 266 mhz	96 mb	Mac OS 8.5	Helix FTP Server
21" Apple Monitor	N/A	N/A	N/A
21" Apple Monitor	N/A	N/A	N/A

Model	Installed Memory	Installed OS	Function
21" Apple Monitor	N/A	N/A	N/A
21" Apple Monitor	N/A	N/A	N/A
21" Apple Monitor	N/A	N/A	N/A
21" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Apple Monitor	N/A	N/A	N/A
17" Scepter Monitor	N/A	N/A	N/A
17" Mag Monitor	N/A	N/A	N/A
VXA Tape Backup Drive	N/A	N/A	N/A
Lacie External CD Burner	N/A	N/A	N/A

VI. Domain Names

\$

VI. Domain Names \$ _____ Expiration date

Name

Helixexpress.com	9/14/2003
Helixexpress.org	9/14/2003
Singlehelixcorp.com	9/14/2003
Singlehelixcorp.org	
9/14/2003	
Helixrade.net	
9/14/2003	
Helixrade.com	9/14/2003
Helixrade.org	
9/14/2003	
helixtech.com	7/6/2003
helixtech.org	
7/6/2003	

VII. Web Site (defined in Section 1) (Included in VI)

VIII. Contracts (defined in Section 1) (Included in IV)

(a) Employee and Independent Contractor Agreements with:

Exhibit D
BILL OF SALE

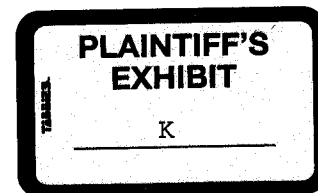
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, and pursuant to that certain Asset Purchase Agreement dated as of _____ May 10, 2002 (the "Asset Purchase Agreement"), among Helix Software Technologies, Inc., a California corporation ("Seller"), and Carl Morfino, an individual, or his nominee ("Buyer"), Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer and his successors and assigns, free and clear of all liens or encumbrances, whether by mortgage, security interest, pledge, lien, conditional sale agreement, encumbrance, charge or otherwise, all of Seller's right, title and interest in and to the Assets, as such terms are defined in the Asset Purchase Agreement.

Seller hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Assets sold, conveyed, transferred and delivered by this Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of _____, 2002.

Helix Software Technologies, Inc.,
a California corporation

By _____
Its _____
[Print Name and Title]



State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally
appeared _____, _____ personally known to me or
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for said County and State

Exhibit E
ASSIGNMENT OF COPYRIGHTS

Helix Software Technologies, Inc., a California corporation ("Assignor"), for valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, transfer, assign and convey to Carl Morfino, an individual, or his nominee, and his successors and assigns ("Assignee"), all of Assignor's right, title and interest in and to the works (including all copyrights, copyright registrations and applications for copyrights therein), set forth on Schedule 1 attached hereto and incorporated by reference herein (collectively, the "Works"), including any rights to secure renewals and extensions thereof for the United States of America and all countries of the world.

This Assignment of Copyright also includes the right to file copyright applications in any and all jurisdictions and countries with respect to the Works in Assignee's own name or such other name(s) as Assignee may choose, the right to claim for any and all damages by reason of past infringement of any or all of the rights so sold, transferred and assigned, and the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of his successors and assigns, the same to be held and enjoyed by Assignee, his successors and assigns, to the full end of the term thereof. Assignor authorizes the Register of Copyrights to transfer to Assignee all copyright registrations issued with respect to the Works.

This Assignment of Copyrights (the "Assignment") is issued pursuant to the terms of that certain Asset Purchase Agreement, dated the date hereof, by and among Assignee and Assignor (the "Agreement"), and this Assignment shall not be construed to expand, defeat, impair or limit the rights or remedies of the parties under the Agreement.

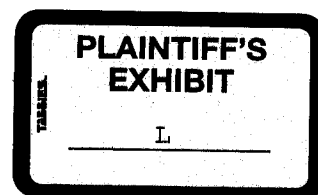
Helix Software Technologies, Inc.,
a California corporation

By _____

Its _____

Sworn to before me this ____ day of _____, 2002

Notary Public



Schedule 1
Copyrights

Helix Express v.3.5 Copyright, federal registration 97,005,191 (TX-4396349)

Helix Express v.4.0 Copyright, federal registration 97,005,192 (TX-4396348)

Helix Express 4.5.3 Copyright, federal registration (TX-5138034)

Common law copyrights, if any, in software, documentation and marketing materials

State of California)
)
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____, _____ personally
known to me or _____ proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for said County and State

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

Helix Software Technologies, Inc., a California corporation ("Assignor") for valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, transfer, assign and convey to Carl Morfino, an individual, or his nominee, and his successors and assigns ("Assignee"), all of Assignor's right, title and interest in and to the trademarks and service marks set forth on Schedule 1 attached hereto and incorporated by reference herein, and the registrations and applications thereof and therefor, together with the goodwill of the business symbolized thereby (collectively, the "Marks"), for the United States of America and all countries of the world.

This Assignment of Trademarks and Service Marks includes the right to apply for registration of the Marks in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.

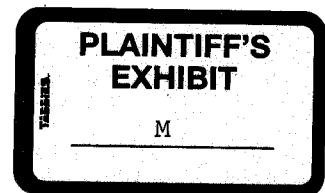
This Assignment of Trademarks and Service Marks (the "Assignment") is issued pursuant to the terms of that certain Asset Purchase Agreement, dated the date hereof, by and among Assignee and Assignor (the "Agreement"), and this Assignment shall not be construed to expand, defeat, impair or limit the rights or remedies of the parties under the Agreement.

Helix Software Technologies, Inc.,
a California corporation

By _____
Its _____

Sworn to before me this ____ day of _____, 2002

Notary Public



Schedule 1
Trademarks

HELIX Trademark, Federal Registration No. 1,682,683

DOUBLE HELIX Trademark, Federal Registration No. 1,643,484 (lapsed)

HELIX Illinois Trademark, Registration No. 62,723

HELIX Trademark, Registration in Japan No. 3,123,936

HELIX Trademark, Registration in France No. 92447433

HELIX Trademark, Registration in European Community No. 1136589

HELIX Rade Trademark, Federal Registration No. 75/877,059 (pending)

HELIX Technology Company, Federal Registration No. 75/877,067 (published)

Common law trademarks, if any, in the following: Helix Technologies, HelixTech, Multiuser Helix, Network Helix, Helix Matrix, Multimedia Helix, Helix Express French version, Helix Express Japanese version, Helix Tracker, Helix Helper, Custom Helper, Helix Express, Helix Express Client, Helix Express Server, Runtime Helix, Helix Utility, Helix Update Collection, Helix Converter, Helix Multicopy Appletalk, Helix PowerMover, Helix Installer, Helix Translator, Helix TimeSavers, HelixGen.

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally
appeared _____, _____ personally known to me or
_____ proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for said County and State

February 11, 2002

Mr. Carl Morfino
64 W. 48th Street
New York, NY 10036

Dear Mr. Morfino:

In connection with your consideration of a possible acquisition of the assets of Helix Software Technologies, Inc. (the "Company"), you ("Purchaser") have requested information about the Company and its parent, The Chip Merchant, Inc. (the "Parent Company"). As a condition to furnishing such information, the Company and Parent Company are requiring that Purchaser agree, as set forth below, to treat such information confidentially, whether furnished before or after the date of this agreement.

1. Certain Definitions.

[text redacted]

If you are in agreement with the foregoing, please sign and return one copy of this letter agreement which will constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

HELIX SOFTWARE TECHNOLOGIES,
INC.

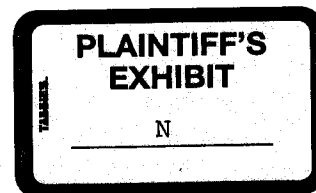
By _____
Brian Turner, President

Accepted and agreed this ____ day of _____, 2002:

Carl Morfino

WORD-SDIDAT51230472.1

DT1 63308v1 02/12/02



Corporations

The information displayed here is current as of "MAR 05, 2004" and is updated weekly. It is not a complete or certified record of the Corporation.

Business Portal

- California Business Portal Home Page
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Business Search Corporations

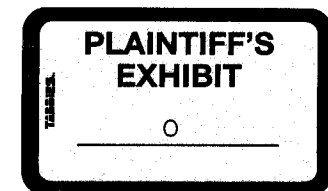
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Corporation		
HELIX SOFTWARE TECHNOLOGIES, INC.		
Number: C2324734	Date Filed: 12/26/2000	Status: suspended
Jurisdiction: California		
Mailing Address		
3940 RUFFIN RD STE E		
SAN DIEGO, CA 92123		
Agent for Service of Process		
BRIAN F TURNER		
3940 RUFFIN RD STE E		
SAN DIEGO, CA 92123		

Printer Friendly

New Search

- For information about certification of corporate records or for additional corporate information, please refer to **Corporate Records**.
- Blank fields indicate the information is not contained in the computer file.
- If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code **Section 2114** for information relating to service upon corporations that have surrendered.



MAR 12 2004

California Business Portal

Secretary of State BRUCE McPHERSON

SECRETARY OF STATE

ELECTIONS & VOTER INFO

POLITICAL REFORM

CA BUSINESS PORTAL

ARCHIVES & MUSEUM

SPECIAL PROGRAMS

California Business Search - Corporations Field and Status Definitions

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Contact Us	
Site Search	

FIELD DEFINITIONS

- **Number:** The identification number assigned by the Secretary of State's office at the time of filing.
- **Date Filed:** The date of incorporation of a California corporation, the date of qualification of a foreign (out-of-state or out-of-country) corporation doing business in California, or the date of conversion to a California corporation.
- **Status:** See explanation below.
- **Jurisdiction:** The state or country under which laws the business entity was organized.
- **Address:** The last mailing address reported to this office by the corporation.
- **Agent for Service of Process:** An individual or a corporation that has been designated to receive the service of process (normally, a summons and complaint) if it is sued by another party.

STATUS DEFINITIONS

If the status is:

- **Active:** California Corporation: Subject to any licensing requirements otherwise imposed by the laws of this state, the California corporation is authorized to exercise all of its powers, rights and privileges in the State of California.

Foreign Corporation: Subject to any licensing requirements otherwise imposed by the laws of this state, the foreign corporation is qualified to transact intrastate business in the State of California.
- **Suspended:** The California corporation has lost all rights and powers for failure to meet statutory filing requirements of either the Secretary of State's office or the Franchise Tax Board. Information regarding the type of suspension can be obtained by requesting a status report. Fees and instructions for requesting a status report are included on the Business Entities Records Order Form.

